AWARD/CONTRACT		1. Reserved for later use		Page of Pages	
				1	32
2. Contract Number	3. Effective Date		4. Requisition/Purchase Request/Project No.		
CW93564	See Block 20C		RK183152		
5. Issued By:	Code		6. Administered by (If other than line 5)		
Office of the Contracting and Procurement 441 4th Street, N.W., Suite 330 South Washington, D.C. 20001			Office of the Chief Technology Officer 200 I Street S.E., 5th Floor Washington, D.C., 20003		

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)			8. Delivery		
Rocket Software Inc. 77 Fourth Avenue Waltham, MA 02451			☐ FOB Origin ☒ Other		
			9. Discount for prompt payment:		
			10. Submit invoices to the Address shown in Section 12 (2 copies unless otherwise specified)		
Duns No.	62-000-1388	TIN			
11. Ship to/Mark For	Code		12. Payment will be made by	Code	
Attn: David Diep Office of the Chief Technology Officer 200 I Street S.E., 4th Floor Washington, D.C. 20003 David.diep@dc.gov			Office of the Chief Technology Officer 200 I Street S.E. Washington, D.C. 20003		
13. Remit Address: Same as 12			14. Accounting and Appropriation Data ENCUMBRANCE CODE:		

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	SEE Section B.4 – Price Schedule				
	Total Amount of Contract Shall Not Exceed ☞				**$108,000.00**

16. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
		PART I – THE SCHEDULE				**PART II – CONTRACT CLAUSES**	
X	A	Award/Contract Form	1	X	I	Contract Clauses	19
X	B	Price Schedule	2			**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
X	C	Services-Specifications/Work Statement	5	X	J	List of Attachments	32
X	D	Packing and Marking	6				
X	E	Inspection and Acceptance	6		K	Representations, Certifications and Other Statements of Offerors	
X	F	Contract Term	6				
X	G	Contract Administration data	6			Instructions, conditions & notices to Offerors	
X	H	Special Contract Requirements	12			Evaluation factors for award	

Contracting Officer will complete Item 17 or 18 as applicable

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (1) copy to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) David Pearson Senior Mgr, Order Management	18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed in B.3 and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) this award/contract, and (b) your offer. No further contractual document is necessary.
19A. Name and Title of Signer (Type or print) Rocket Software, Inc.	20A. Name of Contracting Officer Chris YI
19B. Name of Contractor *David Pearson* (Signature of person authorized to sign)	19C. Date Signed 9/17/21	20B. District of Columbia *Chris Yi* (Signature of Contracting Officer)	20C. Date Signed 9-17-2021

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1   The District of Columbia Office of Contracting and Procurement, on behalf of Office of Chief Technology Officer (OCTO) has a requirement to upgrade its Mainframe terminal emulation software, BlueZone.

B.2   The District contemplates award of firm fixed price contract.

B.3   Reserved

B.4   **PRICE SCHEDULE**

B.4.1   **Base Year (One Year from date of Award)**

Contract Line-Item Number (CLIN)	Product ID	Description	Qty	Unit of Measurement	Unit Price	Extended Price
0001	BLU-RBWE-LP-100	Rocket Terminal Emulator (Web Edition) - Perpetual License	1500	each	$60.00	$90,000.00
0002	BLU-RBWE-MS-100	Rocket Terminal Emulator (Web Edition) - Maintenance	1	each	$18,00.00	$18,000.00
				Grand Total B.4.1		**$108,000.00**

B.4.2   **Option Year One**

Contract Line Item Number (CLIN)	Product ID	Description	Qty	Unit of Measurement	Unit Price	Extended Price
1001	BLU-RBWE-LP-100	Rocket Terminal Emulator (Web Edition) - Perpetual License	1500	each	$0.00	$0.00
1002	BLU-RBWE-MS-100	Rocket Terminal Emulator (Web Edition) - Maintenance	1	each	$19,260.00	$19,260.00
				Grand Total B.4.2		**$19,260.00**

B.4.3   **Option Year Two**

Contract Line Item Number (CLIN)	Product ID	Description	Qty	Unit of Measurement	Unit Price	Extended Price
2001	BLU-RBWE-LP-100	Rocket Terminal Emulator (Web Edition) - Perpetual License	1500	each	$0.00	$0.00
2002	BLU-RBWE-MS-100	Rocket Terminal Emulator (Web Edition) - Maintenance	1	each	$20,608.00	$20,608.00
				Grand Total B.4.3		**$20,608.00**

B.4.4   Option Year Three

Contract Line Item Number (CLIN)	Product ID	Description	Qty	Unit of Measurement	Unit Price	Extended Price
3001	BLU-RBWE-LP-100	Rocket Terminal Emulator (Web Edition) - Perpetual License	1500	each	$0.00	$0.00
3002	BLU-RBWE-MS-100	Rocket Terminal Emulator (Web Edition) - Maintenance	1	each	$22,051.00	$22,051.00
				Grand Total B.4.4		**$22,051.00**

B.4.5   Option Year Four

Contract Line Item Number (CLIN)	Product ID	Description	Qty	Unit of Measurement	Unit Price	Extended Price
4001	BLU-RBWE-LP-100	Rocket Terminal Emulator (Web Edition) - Perpetual License	1500	each	$0.00	$0.00
4002	BLU-RBWE-MS-100	Rocket Terminal Emulator (Web Edition) - Maintenance	1	each	$23,594.00	$23,594.00
				Grand Total B.4.5		**$23,594.00**

B.4.6   PRICE SUMMARY FOR FIVE (5) YEAR CONTRACT TERM

The period of performance for the base contract shall not exceed five (5) years from the date of contract award. The District contemplates award of Firm Fixed Price Contract. Please insert the   "Total" proposed price from Tables B.4.1, B.4.2, B.4.3, B.4.4 and B.4.5 in the designated fields under the heading "Total" below.

Contract Period	Total
Base Period	$ 108,000.00
Option Year 1	$ 19,260.00
Option Year 2	$ 20,608.00
Option Year 3	$ 22,051.00
Option Year 4	$ 23,594.00
Five-Year Contract Total	**$ 193,513.00**

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1   SCOPE

The District of Columbia Office of Contracting and Procurement, on behalf of Office of Chief Technology Officer (OCTO) seeks a contractor to upgrade its Mainframe terminal emulation software, BlueZone.

C.2   APPLICABLE DOCUMENTS

Not Applicable

C.3   DEFINITIONS

Not Applicable

C.4   BACKGROUND

The Office of the Chief Technology Officer, Integrated Platform Services Division, has a continuing requirement to host applications deployed on the IBM Z-series platform on behalf of the Department of Human Service (DHS), the Department of Motor Vehicles (DMV), the University of the District of Columbia (UDC), the Department of Employment Service (DOES), the Office of the Chief Financial Officer (OCFO), and the Office of Tax and Revenue (OTR).   Currently, OCTO provide the agencies access to their mainframe-base applications via Rocket Software's BlueZone terminal emulation software. OCTO intends to increase the security and functionality of this service by upgrading BlueZone to its web edition.

The new version of BlueZone, Rocket Terminal Emulator (Web Edition), will provide new features such as support for HTML5, SSO, and browsers other than Internet Explorer. The maintenance will allow the District to receive preventive maintenance, new releases, remote problem determination and resolution on a 24x7-basis, and updated product documentation.

C.5   REQUIREMENTS

C.5.1   The Contractor shall provide the following:

Line Item No.	Product ID	Description	Qty.
0001	BLU-RBWE-LP-100	Rocket Terminal Emulator (Web Edition) - Perpetual License	1500
0002	BLU-RBWE-MS-100	Rocket Terminal Emulator (Web Edition) - Maintenance	1

SECTION D: RESERVED

SECTION E: INSPECTION AND ACCEPTANCE

E.1   The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1   TERM OF CONTRACT

The term of the contract shall be one year from date of award.

F.2   OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1   The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2   If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3   The price for the option period(s) shall be as specified in the Section B of the contract.

F.2.4   The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

SECTION G: CONTRACT ADMINISTRATION

G.1   INVOICE PAYMENT

G.1.1   The District will make payments to the contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2   The District will pay the contractor on or before the 30th day after receiving a proper invoice from the contractor.

G.2   INVOICE SUBMITTAL

G.2.1   The District will pay the contractor on or before the 30th day after receiving a proper invoice from the contractor.

G.2.1.1   INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

G.2.1.2   The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor 's profile.

G.3   FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1   For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2   The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4   PAYMENT

The District will pay the full amount due the Contractor after:

   a) Completion and acceptance of all work; and
   b) Presentation of a properly executed invoice.

G.5   ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1   In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2   Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3   Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6   THE QUICK PAYMENT CLAUSE

G.6.1   INTEREST PENALTIES TO CONTRACTORS

G.6.1.1   The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq*., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount

is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.6.1.1.1   The date on which payment is due under the terms of the contract;

G.6.1.1.2   Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3   Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4   30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due;

G.6.1.2   No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after;

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3   Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall
be added to the principal amount of the debt and thereafter, interest penalties shall accrue on the added amount.

G.6.2   PAYMENTS TO SUBCONTRACTOR(S)

G.6.2.1   The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

G.6.2.1.1   Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2   Notify the CO and the subcontractor(s) in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor(s) or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor(s) and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **SUBCONTRACT REQUIREMENTS**

The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § **2-221.02(d).**

G.7 **CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

> Chris Yi
> Office of Contracting and Procurement
> 200 I Street SE
> Washington, DC 20003
> Telephone: (202) 724-5069
> E-mail address: Chris.Yi@dc.gov

G.8 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 **CONTRACT ADMINSTRATOR (CA)**

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilitiesand authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

> Glenn Minter
> Office of the Chief Technology Officer
> 200 I Street SE
> Washington DC 20003
> Phone: (202) 442-3222
> Email: Glenn.minter@dc.gov

G.9.3 The CA shall NOT have the authority to:

a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;

b) Grant deviations from or waive any of the terms and conditions of the contract;

c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of thecontract,

d) Authorize the expenditure of funds by the Contractor;

    e) Change the period of performance; or

    f) Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1   HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1   For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to   comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1   At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.1.2   The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2   DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4182 Revision 17 dated 04/23/2020, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq*., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3   PREGNANT WORKERS FAIRNESS

H.3.1   The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C.Official Code § 32-1231.01 *et seq*. (PPWF Act).

H.3.2   The Contractor shall not:

   a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor   can demonstrate that the accommodation would impose an undue hardship;

   b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

1) Pay;
2) Accumulated seniority and retirement;
3) Benefits; and
4) Other applicable service credits;

c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

e) Require an employee to take leave if a reasonable accommodation can be provided; or

f) Take adverse action against an employee who has been absent from work as a result of apregnancy-related condition, including a pre-birth complication.

H.3.3   The Contractor shall post and maintain in a conspicuous place a notice of rights in both Englishand Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

a) New employees at the commencement of employment;

b) Existing employees; and

c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4   The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5   Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4   UNEMPLOYED ANTI-DISCRIMINATION

H.4.1   The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq*.

H.4.2   The Contractor shall not:

a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

b) Publish, in print, on the Internet, or in any other medium, an advertisement or

announcement for any vacancy in a job for employment that includes:

1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 **51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

 Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

H.5 **51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.5.1 For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder, shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7   If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8   Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9   The contractor may appeal any decision of the CO pursuant to this clause to the D.C. ContractAppeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10   The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6   **RESERVED**

H.7   **RESERVED**

H.8   **RESERVED**

H.9   **SUBCONTRACTING REQUIREMENTS**

H.9.1   **MANDATORY SUBCONTRACTING REQUIREMENTS**

H.9.1.1   For all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2   If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3   A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4   Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5   If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor

performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6   Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7   A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.9.2   **SUBCONTRACTING PLAN**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

1) The name and address of each subcontractor;
2) A current certification number of the small or certified business enterprise;
3) The scope of work to be performed by each subcontractor; and
4) The price that the prime contractor will pay each subcontractor.

H.9.3   **COPIES OF SUBCONTRACTS**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4   **SUBCONTRACTING PLAN COMPLIANCE REPORTING**

H.9.4.1   The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

a) The price that the prime contractor will pay each subcontractor under the subcontract;

b) A description of the goods procured or the services subcontracted for;

c) The amount paid by the prime contractor under the subcontract; and

d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2   If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5   ANNUAL MEETINGS

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6   NOTICES

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7   ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.9.7.1   A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2   A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3   If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10   FAIR CRIMINAL RECORD SCREENING

H.10.1   The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2   Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3   After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4   The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

    a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

    b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

    c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

    d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 **PURCHASES OF IT HARDWARE AND EQUIPMENT**

H.11.1 The Contractor shall provide only the most current models, components, and accessories in new, fully operational, factory sealed condition, with all applicable licenses.

H.11.2 The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users.

H.11.3 Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not beaccepted.

H.11.4 The Contractor shall provide evidence of its authorized reseller agreement or certification with its bid.

SECTION I: CONTRACT CLAUSES

I.1   APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents".

I.2   CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3   CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4   TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5   RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

a) Definitions

   1) "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as,but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual

   2) property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

3) "Existing Products" - Tangible Products and intangible licensed Products that exist

4) prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

5) "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

6) "District" – The District of Columbia and its agencies.

b) Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1) Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2) Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title, and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor.

c) Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of Contractor's business.

d) Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for theDistrict.

e) Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated there with, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

f) Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based

upon any data furnished under this contract or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontractedshall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract.

Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers'

compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS
   1. <u>Commercial General Liability Insurance ("CGL")</u> - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

   The vendor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

OCP should collect, review for accuracy, and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

   All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $5,000,000 per occurrence or claim, $5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. <u>Commercial Umbrella or Excess Liability</u> - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

F. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
Chris Yi, CFCM, CPPB
Supervisory Contract Specialist
Servicing: Office of the Chief Technology Officer Office of   Contracting & Procurement
200 I Street SE Suite 5410
Washington, DC 20003
Office: 202.724.5069
Email: chris.yi@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

J. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

K. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9   EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10   ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

1) An applicable Court Order, if any
2) Contract document
3) Standard Contract Provisions
4) Contract attachments other than the Standard Contract Provisions
5) IFB, as amended
6) Bid

I.11   DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

a) **Claims by the Contractor against the District**: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

    1)   All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

        (i)   A description of the claim and the amount in dispute;
        (ii)   Data or other information in support of the claim;
        (iii)   A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
        (iv)   The Contractor's request for relief or other action by the CO.

    2)   The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

    3)   The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

    4)   The CO's written decision shall do the following:

        (i)   Provide a description of the claim or dispute;
        (ii)   Refer to the pertinent contract terms;
        (iii)   State the factual areas of agreement and disagreement;
        (iv)   State the reasons for the decision, including any specific findings offact,

      (v)   although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

      (vi)   If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

      (vii) Indicate that the written document is the CO's final decision; and

      (viii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

      (i)   Provide a description of the claim or dispute;

      (ii)   Refer to the pertinent contract terms;

      (iii)   State the factual areas of agreement and disagreement;

      (iv)   State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

      (v)   If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(vi) Indicate that the written document is the CO's final decision; and

(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or for forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

I.12.1 CHANGES:

a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

b) District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional

work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
2) Obtains a certification of funding to pay for the additional work;
3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
4) Provides the Contractor with written notice of the funding certification.

c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13   NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

a. The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

b. Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

5) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

6) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal

7) appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

   a) employment, upgrading or transfer;
   b) recruitment, or recruitment advertising;
   c) demotion, layoff, or termination;
   d) rates of pay, or other forms of compensation; and
   e) selection for training and apprenticeship.

8) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

9) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

10) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

12) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

13) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

14) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the

15) Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14   COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions forUse with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov, under Quick Links click on "RequiredSolicitation Documents"
J.2	U.S. Department of Labor Wage Determination; 2015-4281 Revision 17 dated 12/21/2020
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov, under Quick Links click on "Required SolicitationDocuments"
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov, under Quick Links click on "Required SolicitationDocuments"

Rocket Software, Inc.
Software License Terms and Conditions

These License Terms and Conditions govern the relationship between Rocket Software, Inc., (a Delaware Corporation having a place of business at 275 Grove Street, Newton, MA 02466) and its subsidiaries (hereinafter referred to as "Rocket"), and the District of Columbia Office of the Chief Technology Officer {hereinafter referred to as "Customer.

1. Agreement: The Agreement between the parties consists of the executed procurement from the District of Columbia Office of Contracting and Procurement, these Terms and Conditions, and, where applicable, attached Software Maintenance and Support Terms and Conditions. The term "Product" means the proprietary software program(s) identified in the procurement.

2. License: Rocket grants to Customer a perpetual. non-transferable, non-exclusive license to use the Product in accordance with the terms, conditions, restrictions and/or limitations of the Agreement. The Product may be used in the ordinary business activities of Customer, for Customer internal operations only. Customer shall not sublicense or assign the license or Product to any other party without the prior written consent of Rocket and payment of applicable fees.

3. License Term and Maintenance: The License granted under the Agreement shall commence as specified in the procurement and shall continue unless otherwise terminated as provided herein. Maintenance, as governed by the attached Software Maintenance and Support Terms and Conditions, will be coterminous with the Agreement, and will be available to Customer for the Licensed Product for so long as such Product is supported by Rocket.

4. Payment: All payments incurred under the Agreement shall be due and payable within 30 days from date of invoice from Rocket.

5. INTENTIONALLY OMITTED

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

8. INTENTIONALLY OMITTED

9. Non-Disclosure: Customer understands and agrees that the Product and any copies, modifications and/or derivatives, in whole or in part; as well as all copyright, patent, trade secret and other proprietary rights in any of the Product, are and shall remain the sole and exclusive confidential property of Rocket. Customer shall exercise at least the same degree of care to safeguard the confidentiality of the Product as Customer would exercise to protect Customer's own confidential property. Customer agrees not to disclose, duplicate or otherwise reproduce, directly or indirectly, Product in whole or in part or any materials relating thereto. Customer agrees not to reverse assemble or reverse compile Product in whole or in part. Customer agrees to take all reasonable steps to ensure that no unauthorized persons shall have access to Product and that all authorized persons having access to Product shall refrain from any such disclosure, duplication or reproduction.

10. INTENTIONALLY OMITTED

11. General: This Agreement shall be governed by and interpreted under the laws of the District of Columbia without giving effect to the conflict of laws principles thereof. This Agreement contains the entire understanding and agreement of the parties and supersedes any and all prior and contemporaneous agreements or understandings, oral or written. Except as specifically set forth herein, this Agreement may be amended or terminated only by a written Instrument executed by the parties. Any terms of this Agreement, which by their nature, extend beyond the day this Agreement terminates shall remain in full force and effect and shall survive termination.

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Rocket Software, Inc.
Software Maintenance and Support Terms and Conditions

These Software Maintenance and Support Terms and Conditions by and between ROCKET SOFTWARE, INC. ("Rocket"}, having its principal place of business at 275 Grove Street. Newton, Massachusetts 02466 USA, and the party listed on the applicable procurement (the "Customer").

Customer agrees to license and Rocket agrees to provide to Customer maintenance and support for the products listed on the applicable procurement in accordance with the terms and conditions set forth herein.

1.   DEFINITIONS.

(a)   "Error(s)" shall mean the failure of the Software to materially conform to its documentation but excluding nonconformity as a result of modifications made by the Customer to the Software, or the use of the Software with software or equipment other than that for which the Software was originally licensed for use.

(b)   "License Terms and Conditions" means the attached terms and conditions referenced in the procurement.

(c)   "Maintenance Releases" means Updates or Upgrades to the Software that (i) are generally made available by Rocket to its licensed users of the Software; and (ii) do not materially change the functionality of the Software as determined by Rocket.

(d)   "Rocket Support Program" refers to the technical software support programs offered by Rocket, as further detailed in Section 2 below.

(e)   "Software" means the proprietary software licensed to Customer under the applicable procurement.

(f)   "Update(s)" means a Maintenance Release that contains Error corrections and/or minor functional enhancements.

(g)   "Upgrade(s)" means a Maintenance Release that includes substantial functional enhancements. Upgrades do not include new products.

Any capitalized terms not defined in this Agreement shall have the meaning set forth in the License Terms and Conditions.

2.   CUSTOMER SUPPORT.:

(a)   Rocket Support: Rocket shall use reasonable efforts to:
   (i)   Provide telephone and electronic responses to Customer with valid and current support and maintenance contract;
   (ii)   Verify and correct identified program errors in the Software;
   (iii)   Maintain and support the then-current Maintenance Release;
   (iv)   Provide to Customer all Error corrections, Updates end Upgrades, when-and-if made generally available to other users of the Software;
   (v)   Provide information regarding Rocket Software Support resources for the LegaSuite and BlueZone products on https://eservlce.seagullsoftware.com;
   (vi)   Continue support of the Maintenance Release immediately preceding the then-current Maintenance Release for a period of 180 days of the then-current Maintenance Release offering;
   (vii)   Provide telephone and electronic support regarding the Software on Monday ' through Friday, excluding designated holidays, from 8:30am to 5:30pm Eastern Daylight Time;

(b)   Priority Classification and Response Times:

   Customer requests for support are assigned a priority level, which Rocket uses to gauge the seventy of the problem and, thus, the response time. Rocket will classify new support requests as Severity 3 (see S3 Problem Definition and Response Time below), unless otherwise specified by the Customer. Priority levels of a problem may change throughout the course of resolution, as the criticality of a problem changes.
   Rocket uses four revels of problem priority:

   (i)   Severity 1 ("S1") Problem Definition: Critical
   Critical Impact/System Down: Business critical software component Is inoperable. This indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution.
   Severity 1 ("S1") Response Time:
   Rocket's goal is to contact the Customer back within one hour. The Customer should ensure that he/she will be available to receive the callback.

   (ii)   Severity 2 ("S2") Problem Definition: High
   Significant impact to Customer's business. Some users unable to authenticate or, as applicable, are unable to ·operate the application. Software or application performance is severely degraded or restricted.
   Severity 2 ("S2") Problem Response Time:
   Rocket's goal is to contact the Customer within four (4) hours during normal support hours.

   (iii)   Severity 3 ("S3") Problem Definition; Medium Moderate to low impact to Customer's operations: majority ofusers are able to authenticate; non-critical function or overall performance Is degraded; operations not materially impaired; Customer requires information or assistance on product capabilities, installation or configuration.
   Severity 3 ("S3") Problem Response Time:
   Rocket's goal is to contact the Customer within one business day.

   (iv)   Severity 4 ("S4") Problem Definition: Low
   Low to no impact to Customer's operations; users are able to authenticate; circumvention to the problem has been found; Customer wishes to submit a request for enhancing product.
   Severity 4 ("S4") Problem Response Time:
   Rocket's goal is to contact the Customer within one business day.

3.   Rocket reserves the right to confirm and verify the status of the Customer's account prior to providing support and maintenance services.

4.   CUSTOMER'S OBLIGATIONS.

During the term of this Agreement Customer shall:
(a)   Remain current In Rocket's support program, as applicable, without interruption;
(b)   Operate the Software at the then-current Maintenance Release;
(c)   Use reasonable efforts to Isolate and document errors in the Software to enable Rocket to fulfill its obligations herein; and report all problems via their on-line Rocket Customer Portal.

5.   LIMITATIONS

The following items are expressly excluded from Rocket's Customer Support program:
(a)   Repair or replacement of Software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the Software by persons other than Rocket authorized personnel; accident, fault or negligence of the Customer; operator error or misuse of the Software; or causes external to the Software such as, but not limited to, failure of electrical systems or fire or water damage.

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(b) Repair or replacement required as a result of modifications made by the Customer to the Software, or the use of the Software with software or equipment other than that for which the Software was originally licensed for use.

(c) Any technical support required as a result of Customer's noncompliance of Section 3 (b) above.

6. INTENTIONALLY OMITTED

7. PAYMENT ANO TERMINATION

Unless otherwise terminated in accordance with this Section 6, this support program shall remain in full force and effect consistent with the term of the Agreement.

(a) Should support expire or terminate, Customer may reinstate support coverage upon mutual agreement of the parties.

(b) INTENTIONALLY OMITTED

(c) Customer may terminate support at anytime without cause upon ninety (90) days prior written notice to Rocket Software, Inc.

(d) Support shall automatically terminate upon termination of the Customer's or End User's right to use the Software pursuant to the Agreement.

8. RIGHT TO WORK PRODUCT

All error corrections, enhancements, new releases, and any other work product created by Rocket in connection with the support services provided under this Agreement ("Work Product") are and shall remain the exclusive property of Rocket, regardless of whether the Customer, its employees or agents may have contributed to the conception, joined in its development, or paid Rocket for the development or use of the Work Product. Such Work Product shall be considered Software, and subject to the terms and conditions contained herein and In the Software License Terms and Conditions.

9. GENERAL

(a) These terms and the Agreement, constitute the entire understanding between the Customer and Rocket with respect to the subject matter hereof, and Rocket makes no representations to the Customer except as expressly set forth herein. These terms shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto.

(b) These terms shall be governed by and interpreted under the laws of the District of Columbia without giving effect to the conflict of laws principles thereof. Except as specifically set forth herein, these terms may be amended or terminated only by a written instrument executed by the parties. Any of these terms, which by their nature, extend beyond the day these terms terminate shall remain in full force and effect and shall survive termination.

(c) The Customer may not assign these terms or any rights or obligations hereunder, without the prior written consent of Rocket, which consent shall not be unreasonably withheld.

(d) The failure of either party, in any one or more instances, to enforce any of these terms shall not be construed as a waiver of future enforcement of that or any other term. If any provision of these terms shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of these terms and shall in no way affect or impair the validity or enforceability of the remaining provisions herein.

(e) All notices given by either party to the other party under these terms shall be in writing and personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested, to the other party, at its address set forth above.

(f) Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

(g) These terms have been drawn up in and shall be construed in accordance with the English language.